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File No. OVT 1051 II

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P. W. DEPARTMENT
G. BRANCH

Subject:— Overseas Training

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File No. OVT 1051 G. Br.

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DOCKET SHEET

File No. OV7 1051 II

P. W. DEPT.

G. BRANCH.

Copies from the main files B[C]1951

Date.	To whom sent.	Notes and instructions.

Agreement for Scientific and Technical Engineering Services between the Government of India and the Government of the United States of America.

The Government of United States of America and the Government of India- have agreed as follows:

Article I.

Pursuant to the General Agreement for Technical Co-operation, signed on behalf of the two Governments~~at~~ at New Delhi on December 28, 1950 and the request of the Government of India through its Central Water and Power Commission (hereinafter referred to as the "Commission"), the Government of the United States of America, subject to the conditions herein stated, undertakes to furnish scientific and technical engineering services for the Government of India. The obligations assumed herein by the G. of I. will be performed by it thr' the Commission. The obligations assumed herein by the Govt. of U.S.A. will be performed by it through the Bureau, of Reclamation of the United States Department of the Interior (hereinafter referred to as the "Bureau"). This agreement and all activities carried out pursuant to it shall be governed by the terms and conditions of the said General Agreement for Technical Cooperation.

Article II.

Subject to the provisions of Articles IV hereof, upon written request of the Government of India, the Government of the United States of America will make available from time to time at the office, laboratories, and other installations of the Bureau in the United States such services of personnel, equipment, and facilities of the Bureau as may be necessary to render such scientific and technical services and advice as may be requested by the Government of India; provided that all such services shall be performed or such advice shall be given only after the Government of India ~~has~~ has advanced sufficient funds to the Government of the United States of America to pay the estimated cost to the Government of the United States of America of such services or advice; and provided further that the Bureau does not determine that the performance of such...

such services and the giving of such advice will conflict with or impede its work pursuant to the Reclamation laws of the United States of America. Such requests as may be made from time to time for services under this agreement may be made ^{by the Commissioner, Bureau of Reclamation, Washington,} ~~on behalf of the G. of I. directly to the commissioner,~~ by the Commissioner, Bureau of Reclamation, Washington, D.C. The Commissioner of the Bureau shall be authorized to communicate directly with the Chairman of the Commission concerning ~~xxx~~ such requests.

Article III.

It is agreed that the nature and scope of the services to be performed by the Bureau under this agreement shall not include project construction, direct supervisory work, the preparation of detailed project construction design or specification drawings, or other work outside the United States, but shall be advisory, or shall involve the study and analysis of scientific and technical engineering data; testing of materials; analysis of stresses and stability involving technical studies; construction and testing of hydraulic models; and such similar scientific and technical engineering services and advice as is commonly required to determine the adequacy of the designs or construction of structures. The Government of India may at its option send one or more engineers to the offices of the Bureau to present technical problems and data and to assist the Bureau generally in the solution thereof. Publications and documents of the Bureau, as it may determine to be available for such purpose, may be obtained from the Bureau by the Government of India at such cost as shall have been established generally by the Bureau for such publications. Furnishing of Bureau publications under the agreement will be considered an engineering service and payment therefor shall be made by deduction from the funds deposited in accordance with the provisions of Article Whereof.

Article IV.

The Government of the United States of America reserves the sole right to determine what scientific and technical engineering services will be performed for, and what advice will be given to, the Government of India under this agreement.

Article V.....

Article V.

Promptly after receipt by the Bureau of a written request from the Commission for specific engineering services, the Bureau will advise the Commission whether such services can be rendered, and, if so, the estimated costs thereof. The cost of work performed under this agreement will be computed by the same method as is normally used for regular Bureau of Reclamation work, except that a charge of \$ 500 per year will be added as a payment for administrative expenses incidental to the implementation of this agreement. Within thirty (30) days after receipt of such notification from the Bureau, if the Commission wished to avail itself of the services of the Bureau the Government of India will deposit with the Department of State, in the currency of the United States, a sum to cover such estimated costs. The money so deposited will be placed in a special deposit account of the Treasury of the United States of America and will be made available to the Bureau for the purposes of this agreement. The Bureau shall draw upon

the sum or sums deposited to pay the expenses of the Bureau under this Agreement.~~xxxx~~ The determination by the Bureau of the costs of all services performed and all advice given under this agreement shall be conclusive and binding on the two governments. If at any time it shall appear that the sums advanced by the Government of India will be exhausted before completion of the work then in progress, the Bureau will so advise the Commission and submitted a revised estimate of the cost of completion of the work, whereupon such further sum will be advanced by the Government of India as will be required to defray the cost of such services and advice. All work by the Bureau under this agreement may be discontinued when the funds advanced by the Government of India shall have been expended without regard to whether the work then in progress shall have been completed. Periodically, and not less frequently than once each year, the Bureau shall submit to the Commission financial statements as to the status of its deposit account.

Article VI.

This agreement may be terminated or the performances of services by the Bureau hereunder may be suspended by either party...

party by giving the other party ninety(90) days' written notice of such termination or suspension. In the event of such termination ~~of xxxxxxxxxxxxxxxxx~~ or suspension, any funds, which have been advanced by the Government of India and not expended or committed for expenditure by the Bureau shall be returned to the Government of India. Work may be resumed under this agreement following a suspension thereof only if (a) the Government of the United States of America concludes that conditions prevailing at that time shall justify such resumption of work; and (b) the Government of India redeposits with the Bureau a sum of money equal to the cost as estimated by the Bureau, of completing the work to be resumed.

Done in duplicate in the English language, at New Delhi this fifteenth day of September 1951.

For the Government of the
United States of America.

For the Government of
India.

A.N.Khosla

Addl. Secretary, Ministry of
N.R. & S.R.

Government of India
Ministry of Natural Resources
and Scientific Research.

NO.DW-3.

Dated, New Delhi the 18th October 1951 .

~~xxx~~

From

Shri S. Venkataranman,
Under Secretary to the Government of India.

To

The Chief Secretary to the Government of ~~India~~ Bombay,
Bombay.

Sir,

I am directed to forward herewith a copy of an agreement entered into by the Government of India with the Government of the U.S.A. under which the latter has undertaken to furnish Scientific & Technical Engineering Services for the Government of India. The obligations assumed by the Government of India under this agreement will be performed through the Central Water and Power Commission to whom, any problem^{on} on engineering studies that you may have to refer to the United States Bureau of Reclamation, may be ~~xxx~~ forwarded, so that the fullest advantage may be taken of the opportunities...

opportunities provided by the agreement.

Yours faithfully,
S. Venkattaraman,

Under Secretary to the Government of India.

Copy forwarded for information to the Central Water and
Power Commission.

Sd/-S. Venkattaraman,

Under Secretary to the Government of India.

No. OVT 1051 -E.

Public Works Department,
Bombay Castle (Bombay No.1),
14th November 1951.

Copies forwarded to-

the Chief Engineer, Bombay Electric Grid,

the Superintending Engineer, Deccan Irrigation
Circle,

the Superintending Engineer, Karnatak Irrigation
Circle,

the Superintending Engineer, Gujarat Irrigation
Circle,

for information.

By order of the Governor of Bombay,

Sd/- 14/11/51.

(S. V. Iyer),

Assistant Secretary to the Government of Bombay
Public Works Department.